

McKenna, Bridget

From: Sirota, Robin
Sent: Monday, October 17, 2016 3:37 PM
To: Slyman, Sherri; McKenna, Bridget
Subject: FW: New order for Friends of Roy Blunt
Attachments: FRB Forms - General.pdf; FRBFriends of Roy Blunt Like Us FRB-05R-16, 10-17-16.mp3

Importance: High

**Thank you,
Robin Sirota**

Senior Account Executive
iHeartMedia St. Louis

**Z107.7 KSLZ-FM, 93.7 The Bull-KSD-FM, 103.3-KLOU-FM, The Beat 100.3-KMJM-FM
104.9 WILD KBWX-FM Hallelujah 1600-KATZ-AM 103.7 UP
314.333.8040**

1001 Highlands Plaza Drive West Suite 200 | St Louis | MO 63110
robinsirota@iheartmedia.com

*iHeart Media reaching a quarter billion consumers every month.
Radio/Digital/Outdoor/Mobile/Social/Events*

From: Emily Peck [<mailto:emily@thompsoncommunications.net>]
Sent: Monday, October 17, 2016 1:55 PM
To: Emily Peck <emily@thompsoncommunications.net>
Subject: New order for Friends of Roy Blunt
Importance: High

I submitted a new order for Friends of Roy Blunt. Please run the attached spot "Like Us" 100% until further notice. Political forms are attached. I will send payment ASAP.

Thank you,

Emily Peck
Vice President
Media Services
Thompson Communications, Inc.
Patrick Media
417-859-5428 - Office
417-839-1158 - Cell

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)



FEDERAL CANDIDATE

☐ STATE/LOCAL CANDIDATE

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location:

Date:

I, Emily Peck, Thompson Communications, Inc.

being/on behalf of: Boo Blunt

a legally qualified candidate of the Republican

political party for the office of: US Senate

in the General

election to be held on: November 8

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		See order			

Attach proposed schedule with charges (if available):

I represent that the payment for the above described broadcast time has been furnished by:

Friends of Roy Blunt

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Gordon Elliott

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

8-2-16

Date

Emily Peck

Signature

To Be Signed By Station Representative

☐ Accepted

☐ Accepted in Part

☐ Rejected

Signature

Printed Name

Title

FEDERAL CANDIDATE CERTIFICATION

In Order For Federal Candidates To Receive The Lowest Unit Charge During A Political Window, The Following Certification Is Required:

1. Emily Peck, TCL, Inc.

(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☒ does

☐ does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

☐ the **radio** programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.

☒ the **television** programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.

Emily Peck

signature of candidate or authorized committee

Emily Peck

printed name

8-2-16

date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF
CANDIDATE'S REQUEST)

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- 1) actual air time and charges for each spot;
- 2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- 3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air and the rates charged, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired and the rates charged. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

New Order

Media: Radio	Market: St. Louis	Vendor: KLOU-FM	Billing To: Thompson Communications, Inc.
Client: Friends of Roy Blunt	Demo: Adults 35+		200 West Jefferson
Product: General	Separation: 30		Marshfield, MO 65706
CPE: //344	Flight Start: 10/25/16	AE: Robin Sirota	
Description: FRB Radio Oct 25-31	Flight End: 10/31/16	Phone: 417-859-5428	
Rep:	Sales Office:	Fax:	
Version: 1	Survey:		
Comments:			

Line No	Daypart (Program)	Daypart Code	Gross C/T	Dur	10/25	10/26	10/27	10/28	10/29	10/30	10/31	Total Spots	Adults 35+ RTG	CPP
1	TuWThF,M 6:00A-10:00A	AM	\$225.00	C 60	2	2	2	2	0	0	2	10		
2	TuWThF,M 10:00A-3:00P	MD	\$225.00	C 60	3	3	3	3	0	0	3	15		
3	TuWThF,M 3:00P-7:00P	PM	\$250.00	C 60	2	2	2	2	0	0	2	10		
Total Spots:					7	7	7	7	0	0	7	35		
Total GRP/GIMP(000):					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
					Trade\$-Spots									
					Cash\$-Spots									
10/2016					\$6,500.00 - 28									
11/2016					\$1,625.00 - 7									
Total Gross Cost:					\$8,125.00									
Total Net Cost:					\$6,906.25									
Total Gross CPP:					\$0.00									
Total Net CPP:					\$0.00									



Order Confirmation

Page 1 of 3
Printed: 10/21/2016 14:29:39

FRIENDS OF ROY BLUNT
c/o THOMPSON COMMUNICATION INC

200 W JEFFERSON

MARSHFIELD, MO 65706

Advertiser No: 22293 Order No: 1127744053
Start Date: 10/25/2016 Co-op: No
End Date: 10/31/2016 Package: No
Month Type: Broadcast Agency Comm.: 15%
Revision #: 0
CPE:
AE: SIROTA, ROBIN
Entered: 10/21/2016 01:49 PM by Fusion
Last Update: 10/21/2016 01:49 PM by Fusion
Note: Friends of Roy Blunt
Note 2:
Spl Req Inv:

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip	W	M	T	W	T	F	S	S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 St KLOU-FM	06:00-10:00 Commercial	10/25/16	10/28/16	1	225.00	0	0	2	2	2	2	0	0	0	8	60	8	1,800.00
					Local Agency-Political													
2 St KLOU-FM	10:00-15:00 Commercial	10/25/16	10/28/16	1	225.00	0	0	3	3	3	3	0	0	0	12	60	12	2,700.00
					Local Agency-Political													
3 St KLOU-FM	15:00-19:00 Commercial	10/25/16	10/28/16	1	250.00	0	0	2	2	2	2	0	0	0	8	60	8	2,000.00
					Local Agency-Political													
4 St KLOU-FM	06:00-10:00 Commercial	10/31/16	10/31/16	1	225.00	0	x								2	60	2	450.00
					Local Agency-Political													
5 St KLOU-FM	10:00-15:00 Commercial	10/31/16	10/31/16	1	225.00	0	x								3	60	3	675.00
					Local Agency-Political													
6 St KLOU-FM	15:00-19:00 Commercial	10/31/16	10/31/16	1	250.00	0	x								2	60	2	500.00
					Local Agency-Political													

No. of Spots/Misc/Digital: 35/0/0

Ordered Gross: \$8,125.00
Agency Commission: \$1,218.75
Ordered Net: \$6,906.25
Total Net Due: \$6,906.25

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Amt. Ord.:	28	7	0	0	0	0	0	0	0	0	0	0	0
Gross:	6,500.00	1,625.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	5,525.00	1,381.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company:

Accepted for Advertiser:



Order Confirmation

Page 2 of 3
Printed: 10/21/2016 14:29:39
Order No: 1127744053

Participating Customers

FRIENDS OF ROY BLUNT

100%

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

- (a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
- (b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.
- (c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- (d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

- (a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.
- (b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.
- (c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.
- (d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- (e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

- (a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
- (b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- (b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- (c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- (e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
- TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

New Order

Media: Radio	Market: St. Louis	Vendor: KSD-FM	Billing To: Thompson Communications, Inc.
Client: Friends of Roy Blunt	Demo: Adults 35+		200 West Jefferson
Product: General	Separation: 30		Marshfield, MO 65706
CPE: //344	Flight Start: 10/25/16	AE: Robin Sirota	Phone: 417-859-5428
Description: FRB Radio Oct 25-31	Flight End: 10/31/16	Phone:	Fax:
Rep:	Sales Office:		
Version: 1	Survey:		
Comments:			

Line No	Daypart (Program)	Daypart Code	Gross C/T	Dur	10/25	10/26	10/27	10/28	10/29	10/30	10/31	Total Spots	Adults 35+ RTG	CPP
1	TuWThF,M 6:00A-10:00A	AM	\$150.00	C 60	2	2	2	2	0	0	2	10		
2	TuWThF,M 10:00A-3:00P	MD	\$150.00	C 60	2	2	2	2	0	0	2	10		
3	TuWThF,M 3:00P-7:00P	PM	\$200.00	C 60	2	2	2	2	0	0	2	10		
Total Spots:					6	6	6	6	0	0	6	30		
Total GRP/GIMP(000):					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Month	Cash\$-Spots	Trade\$-Spots												
10/2016	\$4,000.00 - 24	\$0.00 - 0												
11/2016	\$1,000.00 - 6	\$0.00 - 0												
Total Gross Cost:			\$5,000.00											
Total Net Cost:			\$4,250.00											
												Total Gross CPP:		
												\$0.00		
												Total Net CPP:		
												\$0.00		



Order Confirmation

Page 1 of 3
Printed: 10/21/2016 14:32:21FRIENDS OF ROY BLUNT
c/o THOMPSON COMMUNICATION INC

200 W JEFFERSON

MARSHFIELD, MO 65706

Advertiser No: 22293 Order No: 1127744030
 Start Date: 10/25/2016 Co-op: No
 End Date: 10/31/2016 Package: No
 Month Type: Broadcast Agency Comm.: 15%
 Revision #: 0
 CPE:
 AE: SIROTA, ROBIN
 Entered: 10/20/2016 06:09 PM by Fusion
 Last Update: 10/20/2016 06:09 PM by Fusion
 Note: Friends of Roy Blunt
 Note 2:
 Spl Req Inv:

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip	W	M	T	W	T	F	S	S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 St KSD-FM	06:00-10:00 Commercial	10/25/16	10/28/16	1	150.00 Local Agency-Political	0	0	2	2	2	2	0	0	0	8	60	8	1,200.00
2 St KSD-FM	10:00-15:00 Commercial	10/25/16	10/28/16	1	150.00 Local Agency-Political	0	0	2	2	2	2	0	0	0	8	60	8	1,200.00
3 St KSD-FM	15:00-19:00 Commercial	10/25/16	10/28/16	1	200.00 Local Agency-Political	0	0	2	2	2	2	0	0	0	8	60	8	1,600.00
4 St KSD-FM	06:00-10:00 Commercial	10/31/16	10/31/16	1	150.00 Local Agency-Political	0	x								2	60	2	300.00
5 St KSD-FM	10:00-15:00 Commercial	10/31/16	10/31/16	1	150.00 Local Agency-Political	0	x								2	60	2	300.00
6 St KSD-FM	15:00-19:00 Commercial	10/31/16	10/31/16	1	200.00 Local Agency-Political	0	x								2	60	2	400.00

No. of Spots/Misc/Digital: 30/0/0

Ordered Gross: \$5,000.00
 Agency Commission: \$750.00
 Ordered Net: \$4,250.00
Total Net Due: \$4,250.00

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Amt. Ord.:	24	6	0	0	0	0	0	0	0	0	0	0	0
Gross:	4,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	3,400.00	850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company:

Accepted for Advertiser:



Order Confirmation

Page 2 of 3
Printed: 10/21/2016 14:32:21
Order No: 1127744030

Participating Customers

FRIENDS OF ROY BLUNT

100%

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

(a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.

(b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

(b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

(c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

(a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.

(b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

(c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

(a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

(b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

(c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

(a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

(b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.